

**REQUEST FOR PROPOSAL
W912PF-04-R-0047**

**DUE IN DATE: 2 NOVEMBER 2004,
03:00 PM**

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER DUMMY-2020-9999		PAGE 1 OF 47	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PF-04-R-0047	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RODOLFO PRISCHICH				b. TELEPHONE NUMBER (No Collect Calls) +39-0444-713913	
6. SOLICITATION ISSUE DATE 06-Oct-2004		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 02 Nov 2004		9. ISSUED BY RCO VICENZA ATTN: RODOLFO PRISCHICH VIA PRA' SPINEO, 16 36040 LERINO (VI) TEL: +39-0444-713913 FAX: +39-0444-381280		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
SEE SCHEDULE							
17a. CONTRACTOR/ OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL. FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 47

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

NOTWITHSTANDING THE REQUIREMENT OF ANY CLAUSE OR PROVISION UNDER THIS SOLICITATION, THE OFFER SHALL BE PRICED IN EURO.

IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATION 36.204, THE MAGNITUDE OF LINE ITEM 0001 IS BETWEEN \$500,000 AND \$1,000,000

CONSTRUCTION LINE ITEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE EURO	AMOUNT EURO
0001	PROJECT FB-00006-4p.-	1	Lump Sum		
	Constructing a temporary concrete or other structurally stable foundations as required by the Temporary Birthing Center building that the Contractor intends to install. The Contractor shall erect the Temporary Birthing Center building inclusive of all the equipment shown in the APPENDIX E "LOGCAT 'A' items - Contractor Furnished and Installed".-				

PURCHASE REQUEST:

COMMERCIAL LINE ITEMS

ITEM NO	SUPPLIES/SERVICES
0002	PROJECT VCZTE.-
	Rental of pre-fabricated building as a Temporary Birthing Center <u>inclusive</u> of:
	1. All the equipment shown in the APPENDIX E "LOGCAT 'A' items - Contractor Furnished and Installed".
	2. The preventive maintenance requirement as described in the APPENDIX G.
	3. The emergency generator set maintenance requirement as described in the APPENDIX H.

PURCHASE REQUEST NUMBER:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE EURO	AMOUNT EURO
0002AA	BASE YEAR.-	12	Months		
<hr/>					
BASIC	PERIOD: 1 MARCH 2005 - 28 FEB 2006. NOTE: Price bid for the base year cannot exceed 60% of the total prices bid for the base year and option years one (1) through four (4). PURCHASE REQUEST NUMBER:				
0002AB	OPTION ONE.-	12	Months		
<hr/>					
OPTION	PERIOD: 1 MARCH 2006 - 28 FEB 2007. NOTE: Price bid for the option year cannot exceed 50% of the price bid for the base year. PURCHASE REQUEST NUMBER:				
0002AC	OPTION TWO.-	12	Months		
<hr/>					
OPTION	PERIOD: 1 MARCH 2007 - 29 FEB 2008. PURCHASE REQUEST NUMBER:				
0002AD	OPTION THREE.-	12	Months		
<hr/>					
OPTION	PERIOD: 1 MARCH 2008 - 28 FEB 2009. PURCHASE REQUEST NUMBER:				
0002AE	OPTION FOUR.-	12	Months		
<hr/>					
OPTION	PERIOD: 1 MARCH 2009 - 28 FEB 2010. PURCHASE REQUEST NUMBER:				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE EURO	AMOUNT EURO
0003	REMOVAL.-	1	Lump Sum		

The Contractor shall provide all labor and materials necessary to remove (dismantle) the Temporary Birthing Center structure at the end of the rental period. The Contractor shall return the site to its original or better condition. Any parking areas shall remain in place upon removal of the Temporary Birthing Center building.-
PURCHASE REQUEST NUMBER:

REQUEST FOR INFORMATION

FOR TECHNICAL QUESTIONS REGARDING THE TEMPORARY CONCRETE OR OTHER STRUCTURALLY STABLE FOUNDATIONS, PLEASE CONTACT THE FOLLOWING:

MR. PIERO SCHIZZEROTTO, +39-0444-716564, e-mail:

piero.schizzerotto@setaf.army.mil

MR. LORIS MARCATO, +39-0444-716563, e-mail: loris.marcato@setaf.army.mil

FOR TECHNICAL QUESTIONS REGARDING THE PRE-FABRICATED BUILDING, PLEASE CONTACT MR. LEO HARGREAVES, +39-0444-713968, e-mail:

george.hargreaves@rco.vic.usacce.army.mil

FOR ADMINISTRATIVE QUESTION REGARDING THE REQUEST FOR PROPOSAL, PLEASE CONTACT MR. RODOLFO PRISCHICH, +39-0444-713913, e-mail:

rodolfo.prischich@rco.vic.usacce.army.mil

THE FOLLOWING CLAUSE INCORPORATED BY REFERENCE PERTAINS ONLY TO LINE ITEM NO 0001

52.246-12

Inspection of Construction

AUG 1996

THE FOLLOWING CLAUSES/REQUIREMENTS BY FULL TEXT PERTAIN ONLY TO LINE ITEM NO 0001**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within **one (1) calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **THE PERIOD OF PERFORMANCE ESTABLISHED BY THE CONTRACTOR IN ITS TECHNICAL PROPOSAL**. The time stated for completion shall include final cleanup of the premises
(End of clause)

**VERY IMPORTANT****CCE-236-4003 NOTICE TO PROCEED**

The effective date of contract shall constitute the date of notice to proceed.

**52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)****VERY IMPORTANT**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **EURO 5,202.38** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
(End of clause)

CCE-211-4000 WORK SCHEDULE

Work shall be performed during normal duty hours. **Normal duty hours are from 08:00 hours through 17:00 Monday through Friday**. Work shall not be performed on **Italian and American holidays** occurring during the normal workweek. Work shall not be performed on local* holidays occurring during the normal workweek. When an American holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

NAME OF THE HOLIDAY	DATE
New Year's Day	January 1 st
Martin Luther King Memorial Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in

Christmas Day

November
December 25th

* Local holidays which occur in the region/state where contract performance takes place:

* 8 SEPTEMBER

Work during other than normal hours shall not be performed without prior written approval of the Contracting Officer Representative. The Contractor shall submit request for such approval to the Contracting Officer Representative at least 24 hours in advance.

THE FOLLOWING CLAUSES/REQUIREMENTS PERTAIN TO ALL THE LINE ITEMS

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: IVA

RATE (%): 20

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)

(a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

- (i) The contract number.
- (ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

The following fiscal code(s): 80028250241

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972."

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy-together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

- (1) Imposta di Fabbricazione (Production Tax for Petroleum Products).
 - (2) Imposta di Consumo (Consumption Tax for Electrical Power).
 - (3) Dazi Doganali (Customs Duties).
 - (4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).
 - (5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
 - (6) Imposta di Registro (Registration Tax).
 - (7) Imposta di Bollo (Stamp Tax).
- (End of clause)

SUBMITTAL AND RECEIPT OF INVOICES

- 1 The Contractor shall submit four (4) copies of each invoice (one copy shall be marked "original") to the designated billing office, at the following address:

DIRECTORATE OF PUBLIC WORKS
CONTRACTING OFFICER REPRESENTATIVE
Mr. (*)
UNIT 31401, BOX 15
CASERMA EDERLE
VIALE DELLA PACE, 193

(*) To be designated in writing after the award of this contract.

- 2 Upon receipt of a Contractor's invoice, the Contracting Officer Representative will:
 - a. Immediately time and date stamp the invoice received.
 - b. Promptly review the invoice for correctness and either reject the invoice or forward it for payment within three (3) calendar days to the following address:

DET D, 208TH FINANCE BN
ATTN: ACCOUNTS PAYABLE
CASERMA EDERLE
VIALE DELLA PACE, 193
36100 VICENZA

- 3 If the invoice is incorrect or incomplete and is rejected, it must be returned to the Contractor within three (3) calendar days with a written statement signed by the Contracting Officer Representative indicating what is incorrect. A copy of this correspondence must be sent to the Contracting Officer.
- 4 However, if the invoice is incorrect due to deficiencies in performance, which CANNOT be rectified through coordination with the Contractor, the Contracting Officer Representative should forward the invoice to the Contracting Officer for his or her determination.
- 5 The due date for making an invoice payment by the designated payment office shall be the 30th days after the designated office for this contract has received a proper invoice from the Contractor.
- 6 Progress payments are authorized for line item 0001. Partial payments (monthly payments) are authorized for line item 0002 and all its subclins. Payment for line item 0003 will be made after the accomplishment of the task.

THE FOLLOWING REQUIREMENTS BY FULL TEXT PERTAIN ONLY TO LINE ITEM NO 0001

ACCIDENT PREVENTION

Making reference to FAR clause 52.236-13 entitled "ACCIDENT PREVENTION" incorporated under this contract, the Contractor is informed that the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 can be directly accessed at:

<http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>

DISPOSAL

- a. Any disposal of material required under this contract shall be performed, without additional expenses to the Government, in strict accordance with all the applicable Italian Laws.
- b. Disposal on Government installations/facilities is strictly PROHIBITED.

HOT WORK PERMIT

The Contractor shall be responsible for coordinating with the Contracting Officer Representative (COR) to obtain a Hot Work Permit from the Directorate Of Public Works (DPW) Fire Department before starting any work with an open flame.

MEASUREMENTS AND QUANTITIES

Unless stated otherwise, all quantities and measurements listed in the specifications and drawings are estimates only. The bidders/offerors shall familiarize themselves with the job site, determine the extent, nature and scope of work as appropriate.

PERFORMANCE COORDINATION

Before starting performance, the Contractor SHALL coordinate the operation with the Contracting Officer's Representative (COR).

PRE FINAL AND FINAL INSPECTION

- a. Before the final inspection, the Contracting Officer has the right to schedule one, or more than one, pre-final inspection if he/she determines it necessary. The pre-final inspection(s) will be conducted jointly among the Contractor, the Contracting Officer Representative (COR), and appropriate Government personnel. Any discrepancies noted shall be corrected before any final inspection.
- b. When the project is ready for final inspection, the Contractor shall request final inspection in writing to the Contracting Officer at least two (2) calendar days before the desired date of inspection.

SCHEDULE (PROGRESS CHART)

Making reference to FAR Clause 52.236-15 entitled "SCHEDULES FOR CONSTRUCTION CONTRACTS" incorporated under this contract, the required schedule (progress chart) shall be submitted at the pre-construction conference.

UTILITY OUTAGES

The Contractor shall obtain the Contracting Officer Representative (COR) approval in order to perform any utility outage under this contract. Utility outages requests shall be submitted in writing to the COR at least fifteen (15) calendar days before any desired utility outage.

WEATHER DELAYS

Making reference to FAR clause 52.249-10 "DEFAULT (FIXED-PRICE CONSTRUCTION) (APRIL 1984)" NO EXTENSIONS WILL BE GRANTED for weather delays in performance of this contract unless unusually severe (seasonal) weather conditions prevail.

SUBCONTRACTING

Subcontracting the work required under line item 0001 is authorized. However, the Contractor SHALL NOT subcontract without the written approval of the Contracting Officer.

MATERIAL/ARTICLES SUBMITTAL

Making reference to FAR Clause 52.236-5 entitled 'MATERIAL AND WORKMANSHIP' incorporated under this contract, samples of the material or articles which the Contractor contemplates incorporating into the work shall be submitted for approval to the Contracting Officer Representative, at no additional cost to the Government at the pre-construction conference.

CCE-204-4000 POSTAWARD CONFERENCE

As provided for at DFARS Clause 52.242-7000 POSTAWARD CONFERENCE, the Government will schedule a post award conference after contract award but before commencement of work on site or performance of services. Upon award of contract, the Contractor will be advised of date, time, address, and place for the conference. Contractor shall attend this conference.

CCE-236-4000 CONTRACTOR RESPONSIBILITY

1. Contractor Supervision. Pursuant to FAR 52.236-6 Clause "SUPERINTENDENCE BY THE CONTRACTOR (APRIL 1984)", contractor shall supervise his/her employees to ensure compliance with contract standards. Contractor or his/her representative shall be present at all times during work performance at contract site.
2. Host Nation Safety Requirements. In addition to the safety requirements set forth in FAR 52.236-13 Clause "ACCIDENT PREVENTION (APRIL 1984)", Contractor shall comply with Host Nation Safety Regulations. In case of conflict between Host Nation and US Standards, the more stringent standards shall govern.
3. Fire Protection and Prevention. The Contractor shall comply with fire protection and prevention regulation and fire defense plan prescribed for buildings in which work is to be performed. A copy of the regulation and plan is on file with the Contracting Officer or Contracting Officer Representative (COR).
4. NOTE: UNDER NO CIRCUMSTANCES SHALL CONTRACTOR STORE FLAMMABLE MATERIAL WITHIN GOVERNMENT BUILDINGS.
5. Lost Articles. Contractor shall be responsible in the event of theft by his personnel of Government property or personal property of Government personnel, civilian or military. All lost or misplaced articles found by his/her employees shall be turned in to the COR.
6. Protective Measures. In addition to FAR 52.236-9 "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APRIL 1984)", Contractor shall provide barricades and precaution signs in both English and the Host Nation language for the

safety of inhabitants and passers-by. Contractor shall be responsible for removal of furnishings and equipment as required for preparation of work sites as well as for reinstallation thereof. Contractor shall replace any furnishings and equipment at their original locations upon completion of contract work.

7. **Building Security.** Contractor employees shall assure that all equipment is de-energized and stored in designated storage areas together with supplies upon completion of work. When buildings are unoccupied - lights, water outlets, and blowers shall be turned off and windows closed and locked on a floor-to-floor basis as work progresses, followed by locking of all exterior doors upon completion of work. Keys to buildings shall be deposited with the COR. Contractor shall be responsible for any losses or damages arising from failure to secure buildings during and after working hours by his/her personnel.
8. **Clean Up.** In accordance with Contract Clause FAR 52.236-12 "CLEANING UP (APRIL 1984)", Contractor shall be responsible for cleaning up. Accumulated dirt and debris shall be hauled off, and disposed of in accordance with Host Nation Law, at least once a week by the Contractor. Stairwells used by the Contractor during execution of work shall be cleaned daily. Cloths, mops, and brushes containing combustible materials shall be disposed of or stored outside of the buildings in tight, covered, metal containers. Paints and thinners shall not be poured into inlets of the interior or exterior sewage system. Paints, stains, and other residues on adjacent surfaces or fixtures caused by the Contractor shall be carefully removed and cleaned to original finish. Upon completion of the work, the Contractor shall remove all construction equipment, materials, and debris resulting from contract work. The entire work site and the area used by the Contractor personnel shall be left clean.
9. **Turn-in Salvage Material.** The Contractor shall be responsible for salvage. All dismantled materials indicated for turn-in by the specification or as directed by the COR shall be enumerated in a roster prepared by the Contractor and turned in to Government disposal office/yard selected by COR. Contractor shall obtain a hand receipt for the materials turned in and attach the hand receipt to his final invoice. Turn-in times shall be as directed by the COR.

CCE-236-4005 PERMISSION TO EXCAVATE

- (a) Contractor shall locate required excavation site and before excavation obtain COR's written permission to excavate.
- (b) COR will inform Contractor how to obtain and when to release permission for excavation.
- (c) The written permission to excavate will include the location of all known utility and communications lines not identified in the specifications/drawings and all physical data not covered in the specifications /drawings necessary to minimize utility and communication line outages.
- (d) In case Government representatives delay release permission of excavation or instruct Contractor to perform work not covered by contract, Contractor shall, immediately, in writing, inform the Contracting Officer.

CCE-245-4000 GOVERNMENT-FURNISHED UTILITIES

1. Utilities. Water and electrical power required for the execution of this project will be made available to the Contractor without charge, in accordance with the contract clause "AVAILABILITY AND USE OF UTILITY SERVICES (APRIL 1984), FAR 52.236-14. Necessary connections to lines shall be made by the Contractor without additional cost to the Government. Electrical connections or temporary installations shall be made in accordance with VDE 0100. No other material, equipment, or services shall be furnished by the Government unless expressly stated elsewhere herein.
2. Telephones. Telephone facilities shall be made available without charge at a location designated by the Contracting Officer to make calls within the military reservation areas only. Use of telephones in family quarters by the Contractor or his/her employees or Sub-Contractors is strictly prohibited.

ITALIAN DLGS 528/99 SAFETY LAW

The work under line item 0001 falls under the provisions of Italian Safety Law DLGS 528/99. The Contractor shall comply with all requirements enforced by this Safety Law, and in particular, but not limited to, before any work can start, and no later than ten days from Notice of Award, he shall provide the documentation listed in: art. 8 a) and b) and the "Operational Safety Plan" (Piano Operativo di Sicurezza) set forth in art. 2 f-ter) of DLGS 528/99.

CONTRACTOR OPERATIONAL SAFETY PLAN (POS)

Within 20 working days after the award of the contract, the Contractor shall submit to the Contracting Officer at no additional cost to the US Government the OPERATIONAL SAFETY PLAN (POS).

SHOP DRAWINGS

Making reference to FAR 52.236-21 -- Specifications and Drawings for Construction ALT I (APR 1984), shop drawings are required.

CCE-236-4001 ASBESTOS

If the Contractor encounters material suspected of containing asbestos, the project manager shall note those materials and inform the COR on a daily basis. The Contractor shall treat suspected materials as if they contain asbestos until an analysis is possible. The US Government will provide the analysis.

PROJECT IDENTIFICATION SIGNBOARD

- a. The Contractor shall, at no additional cost to the US Government, provide and install a signboard for this project.
- b. The signboard shall be constructed in strict accordance with the herewith attachments entitled "SIGN SPECIFICATION - FOR RCO PROJECTS" PLATE 1 of 2 and 'SAMPLE CONSTRUCTION SIGN FOR RCO PROJECT "PLATE 2 of 2. (See attachment)
- c. When a sign larger than the minimum is warranted, the Contractor shall provide adequate support and bracing based on local soil and wind conditions, and increase the lettering size in proportion to the dimensions of the sign.
- d. All signboards shall prominently display the projected completion date (ex: "Coming in the Spring of 2005"). Use descriptive phrasing such as "TEMPORARY BIRTHING CENTER" for the name of the

building. (The name of the building must be coordinated with the Contracting Officer Representative)

CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee, other than the Contracting Officer on any contract, modification, change order, letter of verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee, other than the Contracting Officer, directs a change in the work to be performed, or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

CCE-225-4001 (REVISED 11 DEC 02) INSTALLATION ACCESS CONTROL

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Italian law to work in Italy. Failure to submit required information/data and obtain required documentation or clearances in accordance with

AE Regulation 190-16, Installation Access Control, will be ground for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the Contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 can be found on the following website: <http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: MR. SILVANO RIZZO

Location: Directorate of Public Works, Caserma Ederle, Vicenza Building No: 18

DSN Phone No: 634-8921 Commercial Phone No: (0444) 718921

Installation Access Control Office: Provost Marshal Office

Location: Caserma Ederle, Vicenza Building No: 4B

DSN Phone No: 634-7053 Commercial Phone No: 0444-717053

REQUEST FOR ENTRY PASSES

Making reference to the above clause **CCE-225-4001 (Revised 11 Dec 02) INSTALLATION ACCESS CONTROL** the Contractor shall furnish the documentation required to the Organizational Sponsor **within 5 working days after contract award.**

THE FOLLOWING CLAUSES INCORPORATED BY REFERENCE PERTAIN ONLY TO LINE ITEM NO 0001

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001	
52.203-3	Gratuities	APR 1984	
52.203-5	Covenant Against Contingent Fees	APR 1984	
52.203-7	Anti-Kickback Procedures	JUL 1995	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997	
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000	
52.215-2	Audit and Records--Negotiation	JUN 1999	
52.225-11	Buy American Act--Construction Materials Under Trade Agreements (b)(3): NONE	JUN 2003	
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984	
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984	
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002	
52.232-17	Interest	JUN 1996	
52.232-23	Assignment Of Claims	JAN 1986	
52.232-27	Prompt Payment for Construction Contracts (a) (1) (i) (A): you read 14 and 14th you should read 30 and 30th	FEB 2002	DEVIATION
52.236-2	Differing Site Conditions	APR 1984	
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984	
52.236-5	Material and Workmanship	APR 1984	
52.236-6	Superintendence by the Contractor	APR 1984	
52.236-7	Permits and Responsibilities	NOV 1991	
52.236-8	Other Contracts	APR 1984	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984	
52.236-10	Operations and Storage Areas	APR 1984	
52.236-11	Use and Possession Prior to Completion	APR 1984	
52.236-12	Cleaning Up	APR 1984	

52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984

THE FOLLOWING CLAUSES INCORPORATED BY REFERENCE PERTAIN TO ALL THE LINE ITEMS EXCEPT TO LINE ITEM NO 0001

52.242-15	Stop-Work Order	AUG 1989
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991

THE FOLLOWING CLAUSES INCORPORATED BY REFERENCE PERTAIN TO ALL THE LINE ITEMS

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration (b) (1) five (5) working days after the award	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.253-1	Computer Generated Forms	JAN 1991

THE FOLLOWING CLAUSES INCORPORATED BY FULL TEXT PERTAIN ONLY TO LINE ITEM 0001

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of **5 years** from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of **5 years** from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for **5 years** from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

SEE PAGE _____ OF THIS SOLICITATION

(End of clause)

THE FOLLOWING CLAUSES INCORPORATED BY FULL TEXT PERTAIN TO ALL THE LINE ITEMS

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any N/A (48 CFR Chapter N/A) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

- (1) Local laws, regulations, and labor union agreements governing work hours; and
- (2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and

settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.222-7003 PERMIT FROM ITALIAN INSPECTORATE OF LABOR (JUNE 1997)

Prior to the date set for commencement of work and services under this contract, the Contractor shall obtain the prescribed permit from the Inspectorate of Labor having jurisdiction over the work site, in accordance with Article 5g of Italian Law Number 1369, dated October 23, 1960. The Contractor shall ensure that a copy of the permit is available at all reasonable times for inspection by the Contracting Officer or an authorized representative. Failure to obtain such permit may result in termination of the contract for the convenience of the United States Government, at no cost to the United States Government.

(End of clause)



ONLY ITALIAN FIRMS

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (JUNE 1997)

The Contractor represents that it has been duly authorized to operate and to do business in the country or countries in which this contract is to be performed. The Contractor also represents that it will fully comply with all laws, decrees, labor standards, and regulations of such country or countries, during the performance of this contract.

(End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

CONTRACTOR'S SIGNATURE

DATE



**CONTRACTOR SHALL
SIGN AND DATE**

Italian Courtesy Translation/Traduzione:

Scelta della Giurisdizione

Il presente contratto sara' interpretato ai sensi della legge vigente negli Stati Uniti d'America. Con il perfezionamento del presente contratto, il contraente dichiara espressamente di rinunciare al diritto di invocare la giurisdizione delle autorità giudiziarie del luogo ove il contratto stesso deve essere eseguito ed dichiara inoltre di accettare la giurisdizione esclusiva del Armed Service Board of Contract Appeals e del Claims Court degli Stati Uniti per l'esame e la determinazione delle controversie che dovessero sorgere ai sensi della Clausola sulle Controversie.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)

THE FOLLOWING CLAUSE INCORPORATED BY FULL TEXT PERTAINS ONLY TO LINE ITEM NO 0001**CCE-232-4000 AVAILABILITY OF FUNDS**

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available (AFARS 1.602-2(a)(ii)(B)).

THE FOLLOWING CLAUSES INCORPORATED BY FULL TEXT PERTAIN TO ALL THE LINE ITEMS EXCEPT TO LINE ITEM NO 0001**52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☐ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☐ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

X (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304)
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program
- ☐ Alternate I (41 U.S.C.10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (☐ Alternate I) (Section 8064 of Pub. L. 106-259).
- ☐ 252.225-7021 Trade Agreements ☐ Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (☐ Alternate I) (☐ Alternate II) (10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)

THE FOLLOWING CLAUSES INCORPORATED BY FULL TEXT PERTAINS TO LINE ITEM 0002 AND ITS SUBCLINS

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract for what concerns the RENTAL OF A TEMPORARY BIRTHING CENTER, including the exercise of any options under this clause, shall not exceed 66 months, inclusive of the time extension authorized in FAR 52.217-8, Option to Extend Services.

(End of clause)

THE FOLLOWING PERTAINS TO ALL THE LINE ITEMS

The following documents, are hereby attached and made part of this contract:

1. Statement of Work for Lease of A TEMPORARY MEDICAL BIRTHING CENTER ADJACENT TO BLDG # 113 CAMP EDERLE, VICENZA, ITALY, consisting of 114 pages.
2. APPENDIX A - FUNCTIONAL LAYOUT TEMPORARY BIRTHING CENTER, VICENZA consisting of 1 sketch.
3. APPENDIX B - PROGRAM FOR DESIGN consisting of 9 pages.
4. APPENDIX C - ARCHITECTURAL AND ENGINEERING DESIGN REQUIREMENT MATRIX, consisting of 2 pages.
5. APPENDIX D - LEGEND FOR ARCHITECTURAL AND ENGINEERING DESIGN REQUIREMENT MATRIX, consisting of 6 pages.
6. APPENDIX E - EQUIPMENT LIST OF ALL ROOMS, consisting of 14 pages.
7. APPENDIX F - PARKING LOCATION, consisting of 1 sketch.
8. APPENDIX G - PREVENTIVE MAINTENANCE REQUIREMENT, consisting of 8 pages.
9. APPENDIX H - EMERGENCY GENERATOR SET MAINTENANCE REQUIREMENT, consisting of 6 pages.

10. "SIGN SPECIFICATION - FOR RCO PROJECTS" PLATE 1 of 2 and 'SAMPLE CONSTRUCTION SIGN FOR RCO PROJECT "PLATE 2 of 2.

THE FOLLOWING PROVISIONS INCORPORATED BY REFERENCE PERTAIN ONLY TO LINE ITEM NO 0001

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.223-13	Certification of Toxic Chemical Release Reporting	OCT 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

THE FOLLOWING PROVISIONS INCORPORATED BY FULL TEXT PERTAIN ONLY TO LINE ITEM NO 0001

ANTI-MAFIA LAW REQUIREMENTS

1. PRE-AWARD EFFECT OF ANTI-MAFIA PROCEDURE:

Inasmuch as the work of this solicitation is to be performed on land owned by the Italian State, the prospective contractor will be subject to Italian Law No. 646, of 13 September 1982, and subsequent integration and amendments. The solicitation data will be made available only to firms that meet the submittal requirements described in paragraph below. As much, in the event that prior to award any disciplinary actions or proceedings for Mafia related matters exist against the apparent low bidder, no award will be made to said low bidder.

2. TERMINATION UNDER ITALIAN LAW NO. 646 (ANTI-MAFIA):

If during the life of this contract, any proceeding or disciplinary actions contemplated by Italian Law No. 646 of 13 September 1982 (and subsequent amendments and integration) is undertaken against any component of the Contractor or any Subcontractor, the Government can consider this a failure to execute the work and terminate the Contractor's right to proceed with the work under the "DEFAULT" clause of this contract.

3. APPLICATION OF ITALIAN LAW NO. 646 (ANTI-MAFIA) TO SUBCONTRACTORS:

In addition to the requirement in the "Subcontractors" clause if applicable to this contract, before the Contracting Officer can consent to any Subcontractors, the Contractor will be required to certify to the Contracting Officer that no disciplinary actions or proceedings for Mafia related matters exist against such Subcontractors.

4. Submittal Requirements:

1. The offeror is required to submit with its offer the documentation indicated here below. Failure to furnish the required documentation, by the time set for the receipt of the proposal, may be cause for rejection of the offer.

- (1) A copy un-expired and not older than two months at the time set forth for the receipt of the offer, of the Chamber of Commerce Certificate of Membership (Certificato di Iscrizione alla Camera di Commercio). The Certificate must include the statement, here below transcribed, required by art. 9 and of the D.P.R. no. 252 dated 3 June 1998:

"Nulla osta ai fini dell'articolo 10 della Legge 31 Maggio 1965 n. 575, e successive modificazioni. La presente certificazione e' emessa dalla CCIAA utilizzando il collegamento telematico con il sistema informativo utilizzato dalla Prefettura di Roma."

(End of Provision)



**CONTRACTOR SHALL PUT HIS NAME
AND SIGN (ONLY ITALIAN FIRMS)**

NON-APPLICABILITY OF ITALIAN CIVIL CODES

The undersigned Contractor, having seen and being completely knowledgeable of the contents of the solicitation and eventual contract, in all of its parts, hereby renounces to any and all rights afforded to him by article 1341 of the Italian Civil Code with respect to the provisions and clauses listed below of this contract and Italian Civil Code articles 1664, 1467, and 1673. This renouncement is made on his own free will without having received influence of any kind, from any third parties, including the Contracting Officer. The contractual price includes adequate monetary compensation for this renouncement.

Name of the Contractor: _____ Position of Agent: _____

Signature of Agent: _____



**CONTRACTOR SHALL PUT HIS NAME
AND SIGN (ONLY ITALIAN FIRMS)**

INAPPLICABILITA' DELLE LEGGI ITALIANE (TRADUZIONE DI CORTESIA)

Il sottoscritto appaltatore, presa visione e a completa conoscenza del contenuto del contratto in tutte le sue parti, dichiara di rinunciare a qualsiasi e tutti i diritti a lui derivanti dall'articolo 1341 del Codice Civile Italiano per quanto riguarda le sotto elencate clausole del contratto e gli articoli n. 1664, 1467, 1673 del Codice Civile Italiano.

Dichiara che la rinuncia e' fatta di sua spontanea volonta' senza aver subito alcuna costrizione da parte di terzi, ivi incluso l'Ufficiale Contraente. Dichiara inoltre di aver incluso nel prezzo contrattuale adeguata compensazione pecuniaria per la rinuncia ai diritti di cui sopra.

Nome del Contraente:

Firma dell'Agente:

Nome e Titolo (in stampatello) del'Agente:

(End of provision)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);



**PLEASE, INDICATE THE NAME OF THE PERSON
RESPONSIBLE FOR THIS OFFER AND HIS TITLE**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**THE FOLLOWING PROVISION INCORPORATED BY FULL TEXT PERTAINS TO ALL LINE ITEMS EXCEPT
LINE ITEM NO 0001**

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

xx Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ ~~Government entity (Federal, State, or local);~~

___ ~~Foreign government;~~

___ ~~International organization per 26 CFR 1.6049-4;~~

___ Other-----

PLEASE, MARK ONE OF
THESE BLOCKS

(5) Common parent.

xx Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program"

and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----


Country of Origin:-----


(List as necessary)


(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

PLEASE, MARK THE APPROPRIATE INDICATED BLOCK

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and 

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the 

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for,  or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000) ADDENDUM

(a) RESERVED.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) Reserved

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or before the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 15:00 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not

be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) Reserved.

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award. The Government intends to evaluate offers and award a contract to a single offeror without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(g) Reserved.

(h) Reserved.

(i) Reserved.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge.

Dun and Bradstreet (Milano, Italy)
Via dei Valtorta, 48

20127 Milano, Italy
Phone: 02-284551
Fax: 02-28455501
Web site: <http://www.customerservice@dnb.com>.

An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(k) Proposal Preparation Instructions

- (a) These instructions are designated to ensure the submission of information essential to the evaluation of the non-price factors. Offeror is cautioned to follow the detailed instructions carefully and fully, as the Government reserves the right to make and award based on initial offers received, without discussions of such offers. Proposals that do not address all the requirements specified in this solicitation may be rejected. All proposals will be evaluated by a Source Selection Evaluation Board (SSEB) appointed by the Source Selection Authority (the Contracting Officer). The non-price factors set forth in this solicitation will be the sole basis for determining the technical merit of proposals.
- (b) After compiling all required information, reassemble the solicitation document in accordance with appropriate instructions and return the executed document in accordance with appropriate instructions and return the executed documents to the following issuing office on or before the date/time specified on the front of the SF 1449.

US ARMY CONTRACTING COMMAND, EUROPE
REGIONAL CONTRACTING OFFICE, VICENZA
VIA PRA' SPINEO, 16
ATTN: AEUCC-I, ROOM #7
36040 LERINO - TORRI DI QUARTESOLO, VICENZA, ITALY

- (c) Offerors shall submit one (1) indexed/tabbed copies of their complete proposal.
 - (i) All proposals must be complete, self-sufficient, respond directly to the requirements of this solicitation and be in the **English Language**.
 - (ii) The following material will be submitted with the proposal:
 - (1) **CONTRACT FORM:** Consisting of SF 1449, all the other pages of the solicitation which must be initialed and any amendment if issued.
 - (2) **PRICE:** in accordance with contract forms, price as relative to ALL line items with both unit price and total extended price.
 - (3) **TECHNICAL PROPOSAL:**

The technical proposal shall address the following four (4) non-price factors: (1) Performance Time; (2) Past Performance & Experience; (3) Quality, (4) Management Plan. 5. The entire technical proposal should not exceed forty (40) pages. However, this is not a must.

(end of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED TYPE contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

1. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

DEPARTMENT OF THE ARMY
U.S. ARMY CONTRACTING AGENCY
U.S. ARMY CONTRACTING COMMAND, EUROPE
REGIONAL CONTRACTING OFFICE, VICENZA
VIA PRA' SPINEO, 16
36040 LERINO - TORRI DI Q.LO
(VICENZA)

2. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

23 SEPTEMBER 2004, AT 14:00 HRS.

(c) Participants will meet at--

GATE # 1, CASERMA EDERLE, VIA ALDO MORO (VICENZA)

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any N/A (48 CFR Chapter N/A) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

CCE-232-4002 COST FOR PROPOSAL

This request does not commit the Government to pay any costs incurred in the submission of this proposal or in making any necessary studies for the preparation thereof, or for any visit the Contracting Officer may request for the purpose of clarification of the proposal or for preparation on negotiations.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

1. The Government will award a single contract resulting from this solicitation to the responsible offeror who represents the best value to the Government after an analysis of all proposal received. The selection of an offeror for award will be based on a trade-off analysis of the following five evaluation factors: (1) Performance Time; (2) Past Performance & Experience; (3) Quality, (4) Management Plan, and (5) Price. The non-cost factors will be evaluated using a adjectival-coded rating (Exceptional, Good, Marginal, or Unacceptable). In making its best value determination, the Government has the discretion to make tradeoffs involving the evaluation factors and the strengths and weaknesses of competing proposals.
2. Any proposal that receives an unacceptable rating for any individual non-cost factor may be eliminated from any further consideration. PRICE will not be adjectival-rated. All proposals will be evaluated on all-or-none basis. Discussions, if determined necessary, will be conducted only with those offerors in the competitive range. Offerors are cautioned that an award may not necessarily be made to the lowest price offeror; or, if non-cost factors are evaluated as comparatively equal between two or more offerors, PRICE may become a determinative factor.
3. Relative Importance of Evaluation Factors. The "Performance Time" factor is more important than the "Past Performance and Experience" factor. The "Past Performance and Experience" factor is

more important than the "Quality" factor. The "Quality" factor is more important than the "Management Plan" factor. All non-price factors, when combined, are significantly more important than the "Price" factor.

4. Evaluation of Non-Price Factors. Each offeror shall submit a technical proposal addressing each of the non-price factors. The Technical Evaluation Board members will assign ratings to the offeror's proposal that reflect judgments relating to the quality of the proposal in the context of this particular procurement.

- (a) Factor 1 - Performance Time. The contractor shall provide a statement or work schedule that clearly addresses the performance time to have the complete facility ready for operation. It should include timelines for all significant activities, such as design, site preparation, facility and equipment installation. The Government wants to use the facility starting 1 March 2005, however the contractor is put in notice that the Government shall install its own equipment listed in the ANNEX #2 prior to this date. The installation will require from 2 to 3 weeks.

Note that these proposed performance times are a technical submittal that will be incorporated into the contract.

- (b) Factor 2 - Past Performance & Experience.

1) Past Performance. Past performance is a measure of the degree to which the offeror demonstrates the ability to complete projects on schedule, with high quality materials and workmanship, cooperative management and high customer satisfaction. Past performance is an indicator of future performance. The Government will evaluate the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. The offeror shall provide detailed information of contracts successfully completed or currently in progress for the same or similar items (including Federal, State, and local government and private). Offerors may provide information on problems encountered on the identified contracts and the offeror's corrective actions. Offerors are reminded that while the Government may elect to consider data from other sources, the burden of proving good past performance rests with the offerors. Firms that are newly formed entities without prior contracts should list contracts in which contractor's key personnel have been involved. However, the offeror shall discuss the role performed by such persons in the prior contracts cited. Past performance factors that may be considered when evaluating this proposal:

- (a) Quality of Product and Services. Offeror has complied with contract requirements in the past and conformed to industry or higher standards of good workmanship;
- (b) Effectiveness of Management: The offeror's staff was cooperative and responsive in achieving the customer's goals. Prior customers are satisfied with the offeror's resolution of construction problems with regard to minimizing cost and time impacts;
- (c) Timeliness of Performance. Contractor met or exceeded contract schedules or else had valid justifications for the amount of time expended in performance;
- (d) Safety Regulation Compliance. Prior customers are satisfied with the offeror's record of safety regulation compliance and resolution of safety issues;

(e) **Customer Satisfaction.** Prior customers are satisfied with the offeror's completed work. Prior customers would choose to do business with the offeror again if given the choice.

2. **Experience.** Experience reflects whether the offeror has successfully performed similar work that is recent (within the past 6 years) and relevant (Medical Inpatient Construction).

(a) Demonstrated Medical Inpatient Construction (Fabrication, Delivery and Assembly) experience.

(b) Demonstrated Medical Inpatient Facility Design experience.

Note: If submitting a proposal with experience as a Joint Venture or significant subcontractor, or supplier, the experience and past performance of each of the Joint Venture Partners, subcontractors, or suppliers can be submitted for the Joint Venture Entity. The experience for each Joint Venture Partner, subcontractor or supplier will be considered the experience of the Joint Venture entity or Prime contractor. However, if you are submitting the experience of another firm, you must explain as part of your experience submission the relationship of that firm to the offeror (i.e., JV partner, subcontractor, supplier). In the event that an offeror is selected for award of a contract the offeror may not substitute Joint Venture Partners, subcontractors or suppliers provided in the offerors proposal without prior written approval of the contracting officer. You must submit a JV agreement, or letters of commitment from subcontractors or suppliers whose experience you desire credit for, or that experience will not be considered. Please remember that the government intends to award without discussions and your proposal must be complete upon submission.

c. **Factor 3 - Quality.** The offeror shall provide product information for the in-patient hospital facility in sufficient detail to address how the Offeror's products will be adapted specifically for this project. Offeror should provide typical building sections of specific materials to be used for this project. The contractor shall provide samples, technical data, product brochures, catalog information, written descriptions, details, specifications, photographs, or any other material necessary to demonstrate the quality of the materials to be used and the maintenance and warranty terms. The offeror's proposal should address the following items:

- 1) Proposed facility structural system's ability to withstand transit without deterioration.
- 2) Stiffness of components to avoid sagging, drummy or "spongy" floor sections under heavy medical facility traffic. Describe sufficient structural details to limit deflection to L/480.
- 3) Building envelope's ability to withstand high and low temperatures and large diurnal temperature swings without undue deterioration over extended periods.
- 4) Extent of fabrication, including interior utility systems and finishes, performed in a controlled factory environment prior to shipping and erection at the site. A high degree of building systems installation in the controlled environment of a factory is desirable to reduce the need of on-site fabrication of building components.

- 5) **Quality of Environment:** The quality of space to perform medical specific functions and care, including hygienic environment and durability. This includes, but is not limited to specialty volumes such as raised ceilings in trauma and operating suites, familiarity with blocking and bracing for specialty medical equipment such as overhead lights or medical gas headwalls, a general understanding of conditions required for medical care to include patient and provider flow, and clinical medical quality, hygienic, durable finishes. To prevent infection, many areas of this facility call for an "aseptic environment." Materials must be carefully selected to reduce the risk from pathogenic microorganisms. The use of smooth, non-porous, seamless, washable and durable materials is necessary to minimize contamination and reduce housekeeping and maintenance requirements.
- 6) Demonstrate examples of a typical operating suite and hospital ward.

In evaluating the offeror's Medical In-Patient Clinical Quality, the U.S. Government will evaluate the offeror's responses for the six (6) items described above. They will be examined to ensure that they are well thought out, reasonable and logical in relation to the subject project. The Government will also evaluate that the level of quality proposed by the offeror reflects an understanding of the specifications, environment of the project setting and the medical requirements for clinical medical inpatient facilities. The following items will be taken into consideration when evaluating quality:

- 1) Conformance to the requirements
- 2) Overall Appearance (functional, appealing & pleasing)
- 3) Well organized / well assimilated assembly
- 4) Special or unique features/attributes
- 5) Special safety features
- 6) Quality equipment & material
- 7) Durability of product(s)
- 8) Warranties/Guarantees
- 9) Maintenance schedules and response time
- 10) ISO 9000 Certification

d. **Factor 4 - Management Plan.** The offeror's management plan will be evaluated for completeness, reasonableness, risk and logic. The Government will evaluate the following:

- 1) **Organization Structure and Staffing.** The offeror's organizational structure, including lines of authority and relationship between its home office and that office which will be directly responsible for execution of this project. The organization chart should include titles, and explain the major responsibilities and authorities for personnel in the home office; support office and site offices should be provided. The offeror should include organizational charts for significant subcontractors and suppliers, which the offeror intends to employ in the project.

The offeror should demonstrate that it has a qualified staff, at the right levels and right locations for execution of the project.

2) Subcontracting Plan. The offeror should address their plan to retain, coordinate, and manage subcontractors. The offeror should address its plan to fabricate, deliver and erect the facility. The plan should describe the relationship and responsibilities between the offeror's organization and the significant subcontractors and suppliers, to include coordination during design and construction. The offeror should address the process and steps taken to ensure cooperation between subcontractors to produce a seamless, integrated facility between the site preparation and facilities construction.

- e. Factor 5 - Price. Offerors must submit prices for all line items in the proposal. The Government will evaluate the price by adding: the total price for all options to the total price for the basic requirement to the total price of line item 0001 to the total price of line item 0003 (line item 0001 + line item 0002 and all its subclins + line 0003). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). The Offeror's price proposal shall be evaluated to determine reasonableness, completeness, performance risk and affordability; to assess the offeror's understanding of the scope of work for the project (the Government's assessment of the offeror's ability to perform the work at the proposed price). Each offeror's proposed price shall be compared to the other offers to establish the competitiveness of those prices. In addition, each offeror's proposed price shall be compared to the Government estimate. Each offeror's proposed price shall be evaluated for consistency with its technical proposal.

(End of provision)